The court in the principal case is clearly correct in this interpretation. See *Words and Phrases* (2d ser. 1914) 412. The result, however, is to be regretted. Since the public service corporation has the power to become a voluntary bankrupt, the court has no discretion to inquire into the motives of the proceeding. *In re Carthage Lodge* (1916, D. N. Y.) 230 Fed. 694. Nor is it essential that the corporation be insolvent. *In re Foster Paint & Varnish Co.* (1914, D. Tenn.) 210 Fed. 652. Consequently, public service corporations have the power to avoid their public duties by becoming bankrupt. It is suggested that the situation should be remedied by proper legislative enactment.

CARRIERS—PROTECTION OF PASSENGER FROM POLICE.—Prohibition officers, under an illegal warrant, forced the plaintiff passenger to leave the defendant's train and expose his liquor to an examination to determine whether or not the containers were labelled according to law. None of the train crew attempted to prevent the plaintiff from being ejected, nor did they inquire into the authority of the officers, whom they knew to be such. The plaintiff brought an action on the case. *Held,* that he should not recover. *Clark v. Norfolk and Western Ry.* (1919, W. Va.) 100 S. E. 480.

The court based its decision on the ground that the defendant was under a duty to the state not to interfere with known officers of the law acting under color of authority, and also that the defendant was privileged, even against its passengers, not to inquire into the legality of the officers' acts. These grounds accord with the authorities. The negation of the carrier's duty to protect the passenger in such a situation is an exception to the law of carriers. The general rule is that the carrier is under a duty to protect the passenger from insult or injury caused by its own servants, by other passengers, or by intruders, where the danger is known, or is reasonably ascertainable, and can be prevented by the exercise of due care. *Stewart v. Brooklyn and Crosstown R. R.* (1882) 90 N. Y. 588; see *Gillingham v. Ohio River R. R.* (1891) 35 W. Va. 588, 592, 14 S. E. 243, 245. There has been some tendency to hold that this exception does not apply where the carrier knows the arrest is illegal, that in such case it is under a duty to protect the passenger from the officer. *Anania v. Norfolk and Western Ry.* (1915) 77 W. Va. 105, 87 S. E. 167; see *Burton v. New York Central etc. R. R.* (1911) 147 App. Div. 557, 564, 132 N. Y. Supp. 628, 634; see *Louisville and Nashville R. R. v. Byrley* (1913) 152 Ky. 35, 40, 153 S. W. 36, 39. And this is because an officer acting without authority comes within the class of tort feasors, against whom the carrier undertakes to protect the passenger by the contract of transportation. See *Weeks v. N. Y., N. H. & H. R. R.* (1878) 72 N. Y. 50, 59. But, in general, the carrier is held liable only when it has assisted in the arrest. *Brunswick and Western R. R. v. Ponder* (1903) 117 Ga. 63, 43 S. E. 430. In such cases its liability would seem to be based on the ground that it is a joint tort feasor, instead of upon breach of its contractual duty. There is a difference of opinion as to what constitutes assistance on the part of the carrier, whether it must instigate the arrest or merely point out the person sought. See *Texas Midland R. R. v. Dean* (1905) 98 Tex. 517, 522, 85 S. W. 1135, 1137; see *Owens v. Wilmington & Weldon R. R.* (1900) 126 N. C. 139, 141, 35 S. E. 259, 260. There being no active assistance in the instant case, there was no question of tort feasance; and the majority of the courts find no breach of contract in mere failure to protect a passenger against an officer of the law.

CORPORATIONS — BY-LAWS — RESTRICTION ON TRANSFER OF STOCK. — Three brothers, co-partners, formed a corporation to carry on their business, and caused all the stock to be issued to themselves and their wives. The certificate

of incorporation provided that stock could not be transferred unless it had first been offered for sale to the other stockholders upon terms to be fixed by a subsequent agreement, but upon the refusal of the stockholders to purchase, the stock should no longer be subject to the restriction. All the stockholders entered into such an agreement, which was embodied in a by-law. Notice of the agreement and by-law was stamped upon the certificates of stock. The complaint alleged that the defendant brother had transferred stock to his wife without consideration, without having offered the same to the other stockholders, and asked that the wife be deemed to have no title to the stock. The wife demurred to the complaint. *Held,* that the demurrer be overruled. *Bloomingdale v. Bloomingdale* (1919, Sup. Ct.) 177 N. Y. Supp. 873.

The great weight of authority holds a by-law prohibiting any transfer of stock without the consent or approval of the officers or members of a corporation to be in restraint of trade and void. *Finch v. Macoupin Tel. & Tel. Co.* (1908) 146 Ill. App. 158; *Miller v. Farmers Milling & Elev. Co.* (1907) 78 Neb. 441, 110 N. W. 995. Such a by-law puts the stockholder under a disability to transfer his stock without the consent of the corporation, which is inconsistent with the incidents of the ownership of personalty. *In re Klaus* (1886) 67 Wis. 401, 29 N. W. 582. The effect of such a by-law as that in the instant case could not be to destroy the power to transfer stock, but only to limit the parties to whom the transfer could be made in the first instance, i. e., to confer upon specified parties a right of preëmption. *Cf.* (1918) 28 YALE LAW JOURNAL, 65. The weight of modern authority is in accord with the principal case. *Ganet v. Philadelphia Lawn Motor Co.* (1909) 39 Pa. Super. Ct. 78; *Chaffee v. Farmers' Co-op. Elev. Co.* (1918, N. D.) 168 N. W. 616. Such by-laws have been specifically enforced as contracts against stockholders who were parties to their enactment. *New England Trust Co. v. Abbott* (1894) 162 Mass. 148, 38 N. E. 432; *Weiland v. Hogan* (1913) 177 Mich. 626, 143 N. W. 599. According to this view, the stockholder would have the power, although not the privilege, of effecting a transfer to a purchaser for value without notice of the contract. Under the provision of the Uniform Stock Transfer Act which provides that there shall be no restriction upon the transfer of shares, unless the restriction is stated in the certificate—it is submitted that, in the absence of notice stated in the certificate, the owner would have the power of making a valid transfer although the purchaser had knowledge of the by-law. See (1910) Uniform Stock Transfer Act, sec. 15. The Act thus gives the stockholder a greater power of transfer than where the by-law is enforced as a contract.

CRIMINAL LAW — HOMICIDE — SELF-DEFENCE — PURSUIT OF ADVERSARY. — The accused engaged in a struggle which resulted in the death of his adversary. There was evidence tending to show that the deceased had struck the first blow and that he had seriously cut the hand of the accused with a piece of plank large enough to crush a man's skull. The accused defended himself with a knife and, in the course of the struggle, followed his retreating assailant for forty or fifty steps. The trial court charged the jury that the accused, if attacked, was under no duty to retreat; but did not instruct that the accused was privileged to pursue his assailant until the danger was over. *Held,* that the failure to so instruct was error. *Taylor v. State* (1919, Tex. Cr. App.) 213 S. W. 985.

The ancient common-law doctrine as to the duty of one, when attacked, to "retreat to the wall" has been abandoned, except in a few jurisdictions. See (1909) 18 YALE LAW JOURNAL, 648. The "stand ground when in the right" rule is now generally adopted. *Hammond v. People* (1902) 199 Ill. 173, 64 N. E. 980; *Runyan v. State* (1877) 57 Ind. 80. This rule is adopted universally when the encounter took place on the premises of the accused. See (1910) 20